

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Gardena Specialized Processing  
aka  
Gardena Specialized Processing, Inc.,  
and  
George Kumazawa  
16520 South Figueroa Street  
Gardena, California 90248-2625

ID No. CAD 981 384 837

Respondent.

Docket HWCA 2005-1005

STIPULATION AND ORDER

Health and Safety Code  
Section 25187

1. INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (Department) and Gardena Specialized Processing, Inc., Gardena Specialized Processing, and George Kumazawa (jointly referred to as Respondent) enter into this Stipulation and Order (Order) and agree as follows:

1.2. Site. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at the following site: 16520 South Figueroa Street in Gardena, California 90248 (Site).

1.3. Inspection. The Department inspected the Site on November 15, 2005.

1.4. Authorization Status. Respondent does not have a permit or other grant of authorization to treat hazardous waste or extremely hazardous or reactive cyanide-bearing waste. Respondent generates or has generated, the following hazardous

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wastes: spent metal-bearing and corrosive rinse waters from electroplating operations, spent cyanide- bearing rinse waters from electroplating operations, spent cyanide- and metal-bearing plating solutions, used oil, waste organic solvents, cyanide- and metal-bearing waste filters from plating operations, and metal-bearing filter cake from the treatment of hazardous waste from electroplating operations.

1.5. Jurisdiction. Health and Safety Code, section 25187, authorizes the Department to order action necessary to correct violations and assess a penalty when the Department determines that any person has violated specified provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto.

1.6. Hearing. Respondent waives any right to a hearing in this matter.

1.7. Full Settlement. By their respective signatures below, the Parties, and each of them, agree that this Order, and all of the terms contained herein, are fair, reasonable, and in the public interest. This Order shall constitute full settlement of the violations alleged below. By agreeing to this Order, the Department does not waive any right to take further enforcement actions within its jurisdiction and involving either the Respondent(s) or the Site, except to the extent provided in this Order.

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## 2. VIOLATIONS

2.1. Enforcement Order. On June 12, 2007, the Department issued an Enforcement Order to Respondent, a true and correct copy of said Enforcement Order is attached hereto as Attachment A, and is incorporated herein by this reference. Respondent did not serve a Notice of Defense and said Enforcement Order became final twenty days after issuance by operation of law.

## 3. SCHEDULE FOR COMPLIANCE

3.1. The violations set forth in the Enforcement Order have been corrected.

3.2. Respondent shall make all payments at the time(s) and in accord with any other conditions set forth in Section 5 (Penalty) below.

3.3. Submittals. All submittals from a Respondent pursuant to this Order shall be sent to:

Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Statewide Compliance Division  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

In addition, submittals pursuant to paragraph 3.9 shall be sent simultaneously to:

Department of Toxic Substances Control  
Attention: Diane Sheridan, Chief  
Audits and Special Investigations Unit  
1001 I Street  
P.O. Box 806  
Sacramento, CA 95812-0806

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3.4. Communications. All approvals and decisions of the Department made regarding submittals and notifications will be communicated to Respondent in writing by the Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may otherwise be required.

3.5. Compliance with Applicable Laws. Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

3.6. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Order. Notwithstanding compliance with the terms of this Order, Respondent may be required to take such further actions as are necessary to protect public health or welfare or the environment.

3.7. Site Access. Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any other agency having jurisdiction. The Department and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the

terms of this Order; and conducting such tests as the Department may deem necessary. Nothing in this Enforcement Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law.

3.8. Government Liabilities. Neither the State of California nor the Department shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties in carrying out activities pursuant to this Order, nor shall the State of California nor the Department be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Order.

3.9. Financial Review. Respondent has made certain representations to the Department alleging a present inability to pay the full penalty assessed. Therefore, until final payment has been made pursuant to paragraph 5 of this Order, or three (3) years following the entry of this Judgment, whichever is earlier, Respondent shall submit to the Department personal and business related financial documentation, including, but not limited to, state and federal income tax returns, annual and quarterly financial statements, statements of assets and liabilities, and statements of income and expenses, as well as any additional documentation the Department may require. Respondent shall certify the financial documentation submitted to the Department as true and correct under penalty of perjury.

3.9.1. The financial documentation shall be sent within thirty (30) days after being requested in writing by the Department to the Departmental personnel identified in paragraph 3.3 above.

3.9.2. (a) The Department shall review the financial documentation submitted by the Respondent and the Department shall determine whether Respondent is financially able to pay the Department more than the sums required pursuant to paragraph 5, et seq., of this Order.

(b) The Department shall review the financial documentation submitted by the Respondent and the Department shall determine whether Respondent is no longer financially able to pay the Department the sums required pursuant to paragraph 5, et seq., of this Order.

3.9.3. (a) In making its determination under paragraph 3.9.2.(a) above, the Department will consider whether Respondent's financial condition has "materially improved" since Respondent's last submitted prior financial documentation to the Department. For purposes of this paragraph only, the term "materially improved" shall mean either one or more of the following conditions:

(1) either Respondent's gross receipts or gross sales from business operations have increased by twenty (20) percent or more;

(2) Respondent's "total income" has increased by twenty (20) percent or more;

(3) Respondent's assets have increased in value by twenty (20) percent or more;

or

(4) Respondent has acquired more than a ten (10) percent ownership interest (direct or indirect) in any new assets, including, but not limited to, personal and real property, that have a combined cash equivalent or market value greater than fifteen thousand dollars (\$15,000.00).

(b) In making its determination under paragraph 3.9.2.(b) above, the Department will consider whether Respondent's financial condition has "materially deteriorated" since Respondent's last submitted prior financial documentation to the Department. For purposes of this paragraph only, the term "materially deteriorated" shall mean either one or more of the following conditions:

(1) either Respondent's gross receipts or gross sales from business operations have decreased by twenty (20) percent or more;

(2) Respondent's "total income" has decreased by twenty (20) percent or more;  
or,

(3) Respondent's assets have decreased in value by twenty (20) percent or more.

(c) For purposes of this Order, the term "total income" shall include income from all sources, including, but not limited to employment income, income from government programs, pension income, investment income, all gifts, inheritances, gifts of real or personal property by will or other means, bequeaths and/or lottery winnings, all income required to be included in line item 22 of U.S. Individual Income Tax Return Form 1040 (2006) (or any other "total income" line item in a comparable federal income tax return form), and any other money income.

(d) If Respondent expects to receive, or does actually receive, gifts or inheritances of any personal or real property, by will or other means, or any other property or assets valued at \$5,000.00 or more, including, but not limited to, lottery  
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winnings, the Respondent shall, within ten (10) calendar days, provide written notice to the Department's representatives, set forth at paragraph 3.9.1. above.

3.9.4. (a) In the event the Department determines that Respondent's financial condition has materially improved, the Department shall notify the Respondent in writing and establish a revised payment schedule, which may include a higher installment payment and/or a shorter installment period, for payment of the balance of the Settlement Amount. Respondent shall comply with the Department's written notification and make payments to the Department as required pursuant to the revised payment schedule.

(b) In the event the Department determines that Respondent's financial condition has materially deteriorated, the Department shall notify the Respondent in writing and enter into negotiations to determine the amount of any remaining penalty to be paid.

3.9.5. Respondent agrees that until all payments have been completed as required by this Order, Respondent shall not transfer any assets to the possession and control of some other entity or individual without first notifying the Department in writing of the proposed transfer so that the Department in its sole discretion may determine whether such transfer will cause Respondent to be unable to make the payments required pursuant to this Order.

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#### 4. OTHER PROVISIONS

4.1. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to costs, penalties and/or damages, as provided by Health and Safety Code, section 25188, and other applicable provisions of law.

4.2. Parties Bound. This Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

4.3. Privileges. Nothing in this Agreement shall be construed to require any party to waive any privilege. However, the assertion of any privilege shall not relieve any party of its obligations under this Order.

4.4. Time Periods. "Days" for the purpose of this Order means calendar days.

4.5. Captions and Headings. Captions and headings used herein are for convenience only and shall not be used in construing this Consent Order.

4.6. Severability. If any provision of this Consent Order is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable, then such provision shall be enforced to the extent that it is not illegal, invalid, unlawful, void, or unenforceable, and the remainder of this Consent Order shall continue in full force and effect.

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4.7. Entire Agreement. This Consent Order contains the entire and only understanding between the Parties regarding the subject matter contained herein and shall supercede any and all prior and/or contemporaneous oral or written negotiations, agreements, representations and understandings and may not be amended, supplemented, or modified, except as provided in this Order. The Parties understand and agree that in entering into this Consent Order, the Parties are not relying on any representations not expressly contained in this Consent Order.

4.8. Counterparts. This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

4.9. Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

## 5. PENALTY

5.1. Subject to the provisions of paragraph 3.9 *supra*, *et seq.*, Respondent shall pay the Department the total sum of \$250,000 (the "Settlement Amount"), which includes \$25,000 as reimbursement of the Department's costs incurred in connection with this matter.

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5.2.1. (a) Notwithstanding any other provision of this Order, if Respondent shall have been alleged to have committed one or more Class One violations (as defined by California Code of Regulations, title 22, section 66260.10) within three years of the effective date of this Order, and said violation(s) ("Subsequent Violation(s)") are sustained by operation of law, agreement, or the decision of any person authorized by law to sustain a violation, the total Settlement Amount, minus credit for all sums paid, shall then be immediately due and owing, without further notice.

(b) Nothing in this paragraph is intended to prohibit Respondent from exercising its right to appeal a finding of Subsequent Violation(s), if any, under the law, and any such time to file such an appeal must run before the provisions of this paragraph are exercised.

(c) In the event that Respondent shall self-disclose any violation which shall be determined to be a Class 1 violation, the Department may, in its sole discretion, elect not to enforce the provisions of this paragraph.

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5.3. Subject to the provisions of paragraphs 3.9 and 5.2 above, payments are due as follows:

29 Feb 2008	\$30,000
30 Apr	\$20,000
30 Jul	\$20,000
30 Oct	\$20,000
30 Jan 2009	\$20,000
30 Apr	\$20,000
30 Jul	\$20,000
30 Oct	\$20,000
30 Jan 2010	\$20,000
30 Apr	\$20,000
30 Jul	\$20,000
30 Oct	\$20,000

5.4. If Respondent shall fail to pay, by the date due, any sum set forth above, the total Settlement Amount, minus credit for all sums paid, shall then be immediately due and owing, without further notice. If any amount of the Settlement Amount becomes due pursuant to this paragraph, Respondent further agrees to pay interest on that amount at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

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5.5. Respondent's checks shall be made payable to Department of Toxic Substances Control, shall identify the Respondent and Docket Number, as shown in the caption of this case, and shall be delivered together with the attached Payment

Voucher to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
P. O. Box 806  
Sacramento, California 95812-0806

Photocopies of each check shall be sent simultaneously to:

Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Enforcement and Emergency Response Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

and

James J. Grace  
Senior Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

5.6. If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code, section 25360.1, and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

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6. EFFECTIVE DATE

6.1. The effective date of this Order is the date it is signed by the Department.

Dated: \_\_\_\_\_

\_\_\_\_\_  
George Kumazawa  
Authorized Representative of all Respondents

Dated: \_\_\_\_\_

\_\_\_\_\_  
Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Enforcement and Emergency Response  
Program  
Department of Toxic Substances Control

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# ATTACHMENT A

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Gardena Specialized Processing, a.k.a  
Gardena Specialized Processing, Inc.,  
and  
George Kumazawa  
16520 South Figueroa Street  
Gardena, California 90248-2625

ID No. CAD 981 384 837

Respondent.

Docket HWCA 2005-1005

ENFORCEMENT ORDER

Health and Safety Code  
Section 25187

1. INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (Department) issues this Enforcement Order (Order) to Gardena Specialized Processing, Inc., Gardena Specialized Processing, and George Kumazawa (jointly referred to as Respondent).

1.2. Order to Correct Violations. On June 16, 2006, the Department issued an Order to Correct Violations (OCV) to Respondent, a true and correct copy of said OCV is attached hereto as Attachment A, and is incorporated herein by this reference. Respondent did not file a Notice of Defense to said OCV, which therefore became fully effective and final on July 6, 2006. On July 28, 2006, a Notice of Final Order was served on Respondent, a true and correct copy of said Notice of Final Order is attached hereto as Attachment B, and is incorporated herein by this reference.

1.3. Jurisdiction. Health and Safety Code, section 25187, subdivision (a), authorizes the Department to order action necessary to correct violations and to assess a penalty when the Department determines that any person has violated specified



provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto.

## 2. DETERMINATION OF VIOLATIONS

2.1. The Department has determined that:

2.1.1. Respondent violated California Code of Regulations, title 22, section 66265.13, in that Respondent failed to prepare a written waste analysis plan and failed to obtain and maintain waste analysis records showing the hazardous characteristics of the wastes it treats onsite, as required pursuant to California Code of Regulations, title 22, section 67450.3, subdivision (c)(9), for facilities treating hazardous wastes under Permit by Rule (PBR).

2.1.2. Respondent violated California Code of Regulations, title 22, section 66265.192, in that Respondent operates at least eight separate tanks, and all associated piping and pumps, comprising two separate units used to treat hazardous waste, and did not prepare a written and certified hazardous waste tank system assessment, signed by a qualified, independent, registered professional engineer, attesting that these hazardous waste tank systems are suitably designed to hold and treat hazardous wastes.

2.1.3. Respondent violated California Code of Regulations, title 22, section 66265.16, in that Respondent failed to maintain documents showing that required training was given to all of its Site employees that are directly involved with hazardous waste management.

2.1.4. Respondent violated section 25185.6 of the Health and Safety Code on two separate occasions in that Respondent failed to provide the Department with specific information the Department requested, in writing, regarding Respondent's hazardous waste management activities.

2.1.5. Respondent violated California Code of Regulations, title 22, section

66265.52 in that Respondent failed to maintain an adequate contingency plan as required for facilities that treat hazardous wastes under PBR.

2.1.6. Respondent violated California Code of Regulations, title 22, section 66265.193 in that Respondent failed to provide adequate secondary containment for its hazardous waste tank system(s) used to hold and treat hazardous wastes.

2.1.7. Beginning on an unknown date, but before November 15, 2005, Respondent violated California Code of Regulations, title 22, sections 66265.191, 66265.192, and 66265.193, in that Respondent operated an underground “clarifier” and associated underground piping comprising a portion of Respondent’s hazardous waste tank system that used to manage listed Resource Conservation and Recovery Act (RCRA) waste discharged from Respondent’s filter press, without:

- (a) conducting annual leak tests;
- (b) preparing a written tank system assessment;
- (c) providing secondary containment; and,
- (d) providing leak detection equipment.

2.1.8. Respondent violated section 25201 of the Health and Safety Code in that Respondent treated hazardous wastes onsite without the required permits or grant of authorization.

2.1.9. Respondent violated California Code of Regulations, title 22, sections 66262.34, 66265.31, 66265.171, and 66265.176, in that Respondent stored spent acetone in an unlabeled, bulging (i.e., under high pressure) 55-gallon steel drum that was stored within 15 meters of the Site property line.

2.10. Respondent violated section 25200.14 of the Health and Safety Code in that as of the date of the Department’s inspection on November 15, 2005, Respondent had failed to prepare and submit a Phase I Environmental Assessment.

2.1.10. Respondent violated California Code of Regulations, title 22, sections

66265.171, 66265.31, 66265.176, and 66262.34 subsection (f), in that Respondent:

- (a) stored spent acetone in a bulging steel drum;
- (b) failed to locate containers holding ignitable acetone waste at least 15 meters (50 feet) from the Site property line;
- (c) failed to adequately label 6 containers holding hazardous waste.

2.1.11. Respondent violated Health and Safety Code section 25188, in that Respondent failed to comply with the Schedule for Compliance in the OCV.

### 3. SCHEDULE FOR COMPLIANCE

3.1. Based on the foregoing Determination of Violations, IT IS HEREBY ORDERED THAT:

3.1.1. The violations have been corrected.

3.1.2. Respondent shall comply with all terms, requirements, and conditions set forth in Section 5 (Penalty) below.

3.2. Submittals. All submittals from Respondent pursuant to this Order shall be sent simultaneously to:

Mr. Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Enforcement and Emergency Response Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

and

Mr. Bill Jones, Chief  
Los Angeles County Fire Dept.  
5825 Rickenbacker Road  
Commerce, California 90040-3027

3.3. Communications. All approvals and decisions of the Department made regarding such submittals and notifications will be communicated to Respondent in writing by the Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department

regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of the obligation to obtain such formal approvals as may be required.

3.4. Department Review and Approval. If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health or safety or the environment, the Department may:

- a. Modify the document as deemed necessary and approve the document as modified, or
- b. Return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

3.5. Compliance with Applicable Laws. Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

3.6. Endangerment during Implementation. In the event that the Department determines that any circumstance or activity (whether or not pursued in compliance with this Order) is creating an imminent or substantial endangerment to the health or welfare of people on the Site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation of this Order for such period of time as needed to abate the endangerment. Any deadline in this Order directly affected by a Stop Work Order under this paragraph shall be extended by the term of the Stop Work Order.

3.7. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent. Notwithstanding compliance with the

terms of this Order, Respondent may be required to take such further actions as are necessary to protect public health or welfare or the environment.

3.8. Site Access. Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any other agency having jurisdiction. The Department and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Order; and conducting such tests as the Department may deem necessary. Nothing in this Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law.

3.9. Sampling, Data and Document Availability.

3.9.1. Respondent shall permit the Department and/or its authorized representatives to inspect and copy all sampling, testing, monitoring, and/or other data (including, without limitation, the results of any such sampling, testing and monitoring) generated by Respondent, or on Respondent's behalf, in any way pertaining to work undertaken pursuant to this Order.

3.9.2. Respondent shall allow the Department and/or its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Order.

3.9.3. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either:

(a) comply with that request,

(b) deliver the documents to the Department, or

(c) notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Order and permit the Department to copy the documents prior to destruction.

3.10. Government Liabilities. Neither the State of California nor the Department shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties specified in paragraph 4.3, in carrying out activities pursuant to this Order. Neither the State of California nor the Department shall be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to the Order.

3.11. Incorporation of Plans and Reports. All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Order are incorporated into this Order upon approval by the Department.

3.12. Extension Request. If Respondent is unable to perform any activity or submit any document within the time required under this Order, Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

3.13. Extension Approvals. If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

#### 4. OTHER PROVISIONS

4.1. Additional Enforcement Actions. By issuance of this Order, the Department does not waive any right to take further enforcement actions within its jurisdiction involving either Respondent(s) or the Site.

4.2. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to costs, penalties, and/or damages as provided by Health and

Safety Code section 25188, and other applicable provisions of law.

4.3. Parties Bound. This Order shall apply to and be binding upon Respondent, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations.

4.4. Privileges. Nothing in this Order shall be construed to require any party to waive any privilege, including without limitation, attorney-client and attorney work-product. However, the assertion of any privilege shall not relieve any party of its obligations under this Order.

4.5. Time Periods. "Days" for the purpose of this Order means calendar days.

#### 5. PENALTY

5.1. Based on the DETERMINATION OF VIOLATIONS set forth herein and in the OCV<sup>1</sup>, the Department sets the amount of Respondent's penalty at \$588,570.

5.2. Payment is due within 30 days from the effective date of the Order.

5.3. Respondent's check shall be made payable to the Department of Toxic Substances Control, and shall identify the Respondent and Docket Number, as shown in the heading of this Order.

Respondent shall deliver the penalty payment to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st floor  
P. O. Box 806  
Sacramento, California 95812-0806

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<sup>1</sup> OCV, Paragraph 4.1, states: Additional Enforcement Actions: By issuance of this Order, the Department does not waive the right to take further enforcement actions or to impose penalties for the violations alleged in this Order.

A photocopy of the check shall be sent to:

Mr. Charles A. McLaughlin, Chief State Oversight and Enforcement Branch Enforcement and Emergency Response Program Department of Toxic Substances Control 8800 Cal Center Drive Sacramento, California 95826-3200
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and
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James J. Grace, Esq. Staff Counsel Office of Legal Counsel Department of Toxic Substances Control 8800 Cal Center Drive Sacramento, California 95826-3200
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#### 6. RIGHT TO A HEARING

6.1. Respondent may request a hearing to challenge the Order. Appeal procedures are described in the attached Statement to Respondent.

#### 7. EFFECTIVE DATE

7.1. This Order is final and effective twenty days from the date of mailing, which is the date of the cover letter transmitting the Order to Respondent, unless Respondent submits a written request for a hearing within the twenty-day period.

Date of Issuance: June 12, 2007

Department of Toxic Substances Control

Original signed by Charles A. McLaughlin  
Charles A. McLaughlin, Chief  
State Oversight and Enforcement Branch  
Enforcement and Emergency Response Program  
Department of Toxic Substances Control